

STATE OF MICHIGAN
COURT OF APPEALS

UNIVERSITY OF MICHIGAN REGENTS and
UNIVERSITY OF MICHIGAN HEALTH
SYSTEM,

UNPUBLISHED
June 5, 2008

Plaintiffs-Appellants,

v

TITAN INSURANCE COMPANY,

No. 276710
Washtenaw Circuit Court
LC No. 06-000034-CK

Defendant-Appellee.

Before: Davis, P.J., and Murray and Beckering, JJ.

DAVIS, J. (*dissenting*).

I respectfully disagree with the holding in *Liptow v State Farm Mut Auto Ins Co*, 272 Mich App 544; 726 NW2d 442 (2006). The plain language of MCL 600.5821(4) provides in relevant part that an action “may be brought at any time without limitation, the provisions of any statute notwithstanding.” I believe that the holding in *Liptow* takes an irrationally and improperly narrow view of this statute by holding that it exempts entities like plaintiff¹ from a one-year limitation on *bringing* an action but not from a one-year limitation on *recovering* in such an action. I agree with plaintiff that *Liptow* was wrongly decided. I acknowledge that this panel is required to follow *Liptow* by virtue of MCR 7.215(J)(1). I would declare a conflict pursuant to MCR 7.215(J)(2).

/s/ Alton T. Davis

¹ See *Regents of the Univ of Michigan v State Farm Mut Ins Co*, 250 Mich App 719, 732; 650 NW2d 129 (2002).